

AGREEMENT
BETWEEN
HOPEWELL TOWNSHIP
AND
HOPEWELL TOWNSHIP 9-1-1 OPERATORS' ASSOCIATION

JANUARY 1, 2007 THROUGH DECEMBER 31, 2009

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**HOPEWELL TOWNSHIP AND
9-1-1- OPERATORS' ASSOCIATION
FINAL AGREEMENT**

This Final Agreement dated the day of , 2007 by and between Hopewell Township, a municipal corporation of the State of New Jersey, hereinafter referred to as the "Township," and the 9-1-1 Operators' Association.

PURPOSE

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, the paramount right of the public to keep inviolate the guarantee for the health, safety and welfare. Unresolved disputes between the Township and the Union are injurious to the public and both parties are therefore aware that adequate means must be established for minimizing them and providing for their resolution. The Township and Union agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiation and establishing procedures to provide for the protection of the rights of the township, the Employees, and the Union, and to insure to the public orderly and uninterrupted service.

ARTICLE 1
RECOGNITION

The Township hereby recognizes the Union, as the exclusive representative for the purpose of collective bargaining negotiations for all full-time Police Dispatchers of the Township.

This Agreement shall exclude all managerial executives, confidential employees, professional employees and employees in other recognized collective bargaining units of the Township.

Collective bargaining with respect to the rights and duties of the "Township" and "Union," the resolution of legitimate grievances, rates of pay, hours of work, and other terms and conditions of employment shall be conducted by the duly authorized bargaining agents of each of the parties. Unless otherwise designated, the Administrator of the Township or his designee(s) and the Business Representative or his designee(s) of the Union shall be the respective bargaining agents for the parties. Collective bargaining meetings shall be held at times and places mutually convenient at the request of either party.

ARTICLE 2
DURATION OF AGREEMENT

This Agreement shall be in full force and effective from January 1, 2007 until Midnight, December 31, 2009.

The parties agree that negotiations for a successor agreement, altering the terms or provisions of this Agreement shall commence on or about August 1, 2009. In the event a successor agreement is not executed before December 31, 2009, this present Agreement will continue in full force until said successor agreement has been executed and become effective between the parties.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1

It is recognized that the management of the Township, the administrative control of its properties and the maintenance of order and efficiency, is an inherent right of the Township. Accordingly, the Township retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States, including but not limited:

1. to select and direct the working forces;
2. to hire, suspend, demote, discipline or discharge employees for just cause;
3. to assign, promote, or transfer employees;
4. to determine the qualifications and conditions for continued employment or assignment;
5. to determine schedules of work and the amount of overtime to be worked;
6. to reduce the working force
7. to decide the number and location of its facilities, stations, etc.;
8. to determine the work to be performed and the amount of supervision necessary;
9. to maintain and repair machinery and equipment;
10. to purchase services of others, contract or otherwise;
11. to make reasonable and binding rules and regulations which shall not be inconsistent with this agreement and State Law.

Section 2

The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

Section 3

Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority pursuant to N.J.S.A. 40 and 40A, or any other national, state, county or local laws.

ARTICLE 4

NON-DISCRIMINATION

Section 1

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation or union affiliation. Both the Township and the Union shall bear the responsibility for complying with this provision of this Agreement.

Section 2

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

Section 3

The Township agrees not to interfere with the rights of employees to become members of the Union. There shall be no discrimination, interference, restraint or coercion by the Township or any Township representative, against any employee because of union membership or because of any employee activity permissible under the New Jersey Employer-Employee Relations Act of 1968, as amended.

Section 4

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

ARTICLE 5

STRIKES OR WORK STOPPAGES

During the life of this Agreement the Union pledges that there shall be no strikes, walkouts, stoppages of work, sitdowns, slowdowns, boycotts, or any other direct interference with the Employer's operation or any violations of law. In the event of any breach of this clause, the Employer shall have the right to institute a suit in the appropriate court, for damages and/or injunctive relief, without regard to and without having to invoke, proceed under or abide by any provision or arbitration as hereinafter provided.

ARTICLE 6

UNION BUSINESS

Section 1

The Union may designate officers whose names shall be furnished to the Township Administrator, in writing. Union Officers will be required to perform normal work duties and any duties in relationship to the Union shall be confined to non-working time. If the Township schedules a meeting with Union Officers during normal work hours, the Officers shall not lose any pay for the time spent in the meeting.

Section 2

A designated Union Officer may be permitted reasonable time to present or process grievances during normal working hours, provided the Union Officer has requested said time from the Chief of Police or designee, the request is reasonable, the time spent will not, in the opinion of the Chief, be disruptive of the Township's operation. The Union Officer will not suffer loss of pay for time so spent where he has obtained the prior permission of the Chief of Police as provided above.

Section 3

Union Officers shall have no authority to take strike action or any other action interrupting the Township's business. The Township in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event Union Officers take unauthorized strike action, slow-downs or work stoppage in violation of this Agreement.

Section 4

Union Officers shall not give orders to other employees nor countermand orders of management. Further, they shall not be the sole judge in determining whether there is unsafe or unsanitary conditions existing. However, the Business Representative shall have the right to investigate and determine along with management, disputes regarding unsafe or unsanitary conditions.

ARTICLE 7

ACCESS TO PREMISES

Upon notice to the Township Administrator, Chief of Police or his designee, authorized agents of the Union shall have access to the Township premises at any time during working hours for the purpose of adjusting disputes, investigating working conditions and collecting dues.

Access of said Union Official shall be subject to reasonable time and place limitations, and shall in no case interfere with or impede Township business activities being conducted on or around municipally-owned facilities, or disrupt the work of employees.

ARTICLE 8

DUES CHECK OFF

Section 1

The Township, upon being authorized voluntarily and in writing by an employee subject to this Agreement, shall deduct from compensation paid to the employee dues for Union membership in compliance with N.J.S.A. 52: 14-15.9e, as amended.

A check-off shall commence for each employee who signs a properly dated authorization card, supplied by the Union and approved by the Township, during the month following the filing of such card with the Township.

Section 2

The Township agrees to deduct from compensation paid to employees subject to this Agreement, but not members of the Union, a representation fee in lieu of dues for services rendered by the majority representation in an amount equal to eighty-five (85%) percent of the regular union membership dues, fees and assessments as certified to the Township by the Union.

The Union may revise its certification of the amount of the representation fee upon 30 days notice reflecting changes in the regular union membership dues, fees and assessments.

The Union's entitlement to the representation fee shall continue beyond the termination date of this Agreement so long as the Union remains the majority representative of the employees covered by this Agreement. The collection of such representation fee, the use of such representation fee and appeal of such fee in regard to this Agreement shall be governed by NJSA 34:13A-5.5 through 34:13A-5.8.

Section 3

Deductions for membership dues will be made from the first payroll period of each month and shall be applicable to the dues for that month only. All deductions of Union membership dues shall be paid to an official designated by the Union.

Section 4

The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms or liability that shall arise out of or by reason of any action taken in making deductions and remitting same to the Union. In consideration for the Township action in implementing Agency Shop (p.L. 1979, C.407, amending N.J.S.A. 34:13A-5 ~~et seq.~~ the Union agrees to reimburse the Township for court costs, fees and judgments incident to suits or other forms of liability that may be incurred by the Township that shall arise out of any check-off deductions.

ARTICLE 9

GRIEVANCE PROCEDURE

Section 1

A grievance shall be defined as a complaint by an employee or the Union that there has been an inequitable, improper or unjust application or interpretation of any provision of this Agreement.

Section 2

The purpose of this procedure is to secure, at the lowest possible level, and as quickly as possible, an equitable solution to problems with respect to the administration of this Agreement, which may arise from time to time, in order to ensure the smooth running of the organization and to promote good employee morale. Both parties agree that the processing of grievances will be kept as informal and confidential as may be appropriate at any level of the process. No resolution of a grievance shall be in conflict with the provisions of this Agreement.

Section 3

In the presentation of a grievance, the grievant shall have the right to present his or her own case, or designate a Union representative to appear with him/her. There shall be no loss of pay for time spent by the grievant in presenting the grievance.

Section 4

A grievant shall first attempt to resolve his/her complaint with his/her immediate Supervisor verbally. If this fails, the grievant shall institute action under the provisions of this Article by delivering, to the appropriate superior, a signed complaint within fifteen (15) days of the time he/she had knowledge, or should have had knowledge, of the occurrence. Failure to act within said 15 days shall constitute an abandonment of the grievance.

Failure of the grievant to file his/her grievance in a timely manner at any step in the grievance process, in the absence of an extension, shall constitute an abandonment of the grievance.

Failure of a superior or other management representative to respond, in a timely manner, to a properly filed grievance shall constitute a denial of the grievance, unless an extension of time has been agreed upon. Where such a denial occurs, the grievant may proceed to the next step in the process.

Extensions of time may be agreed upon, at any step in the process, by mutual agreement of the parties, in writing.

Section 5

Step 1. Immediate Supervisor

After first attempting to resolve the grievance verbally, the grievant shall file the grievance, in writing, to his/her immediate superior with the required time period. The superior shall render a decision, in writing, within six (6) of his/her working days after the filing of the grievance.

Step 2. Chief of Police

In the event that the parties are unable to satisfactorily resolve the grievance at Step 1, the grievant may, within five days of the response by the immediate superior, refer the grievance, in writing, to the Chief of Police for resolution. The Chief, or his designated representative, shall render a decision, in writing, within ten (10) of his/her working days after the referral.

Step 3. Township Administrator

In the event that the parties are unable to satisfactorily resolve the grievance at Step 2, the grievant may, within five days of the response by the Chief or his representative, refer the grievance, in writing, to the Township Administrator for resolution. The Township Administrator, or his/her designated representative, shall render a decision, in writing, within fifteen (15) of his/her working days after this referral. The decision of the Township Administrator shall be final and binding.

Section 6

All meetings and hearings conducted during the grievance process shall be closed to the public and shall include only the parties at interest and/or their designated representatives. All written correspondence and other documentation or evidence generated during the process shall be made part of a permanent file in the office of the Township Administrator.

ARTICLE 10

PROBATIONARY PERIOD

All employees, prior to becoming a regular employee with the Township shall serve a probationary of one (1) year. During the probationary period an employee shall serve at will, and may be terminated with or without cause.

ARTICLE 11

SENIORITY

Section 1

Seniority is defined as an employee's accumulated length of continuous service with the Township, computed from the most recent date of hire and an employee's length of service shall not be reduced by time lost due to absence for bonafide illness or injury certified by a physician, or by an approved leave of absence. The Township shall maintain and annually post an accurate, up-to-date seniority list showing each employee's date of hire, and position classification, and shall furnish one (1) copy to the Union upon request.

Section 2

If the Township establishes different starting times for employees in the same job classification, the senior person, if qualified in the classification, shall have the choice.

Section 3

Newly appointed probationary employees shall have no seniority and shall not be eligible for seniority under the terms of this agreement until they have completed the probation period. Once an employee has completed the probation period, seniority reverts to the employee's date of hire and shall accumulate until that employee resigns, is discharged or retires.

Section 4

Inability to perform work because of proven illness or injury shall not result in the loss of seniority rights.

ARTICLE 12

SICK LEAVE

Section 1. Accumulation

A. Each full time regular employee in the Union may accumulate up to ninety-six (96) hours of sick leave per year earned at the rate of eight (8) hours per calendar month worked.

B. Sick leave shall begin to accrue when an employee enters the service of the Township.

C. On January 1 of the year, each full time regular employee shall have credited to his/her account 96 hours of sick time in anticipation of working the 12 months of the coming year.

D. There shall be no limit to the number of unused sick days that may be accumulated. Employees shall be given a written accounting of accumulated sick leave hours by the Finance Office prior to February 1st each year.

Section 2. Use of Sick Leave

A. Sick leave will be used in accordance with the Hopewell Township Sick leave Policy. Sick leave may be used only for employee's or family members' (spouse, domestic partner, child, step-child, parent or grandparent) sickness or injury, not work related, unless taken in conjunction with injury leave as provided in Article 13, Injury Leave. Sick leave shall not be taken in increments of less than one hour.

B. If an employee working a 12-hour shift becomes ill after six (6) hours of work, said employee shall be paid for the entire day as a regular day worked. If an employee becomes ill prior to having worked for six (6) hours on the shift, he/she shall be charged with a sick day. For employees working on an 8-hour shift, a similar arrangement shall be in effect with four (4) hours being the cut-off point.

C. Generally, employees shall not be permitted to take sick leave in excess of that which has been credited to his/her account. However, upon approval by the Chief of Police and the Township Administrator, an employee may take anticipated sick leave not in excess of that which would be accumulated by the end of the calendar year in which the excess is to be taken. The Chief and the Administrator shall consider the employee's past history of the use of sick leave when considering approval of the use of anticipated sick leave.

D. Should the employee leave the service of the Township before he/she has earned the anticipated sick leave used, he/she shall reimburse the Township for the unearned portion which portion shall be deducted from his/her final paycheck.

E. An employee who becomes ill when on authorized annual leave may report the circumstances to the Chief of Police by phone or by letter and, upon presenting a certificate of inability to work from a licensed physician, may be allowed to charge to sick leave the time lost by reason of illness while on annual leave.

Section 3. Certificate of Inability to Work

A. The Chief of Police may require certification from a licensed physician or the Township physician, or other evidence of an employee's inability to work, before sick leave is approved.

B. When an employee has been absent for five consecutive working days or more because of illness, he/she shall not be permitted to return to work until the Township physician has determined that he/she is medically fit to return to work. The Township Administrator will not authorize the employee's return to work without such determination by the Township physician, which shall be made on a form acceptable to the Township Administrator.

C. The provisions of this section shall apply to the return to work for light duty as well.

Section 4. Sick Leave Incentive

As an incentive to use sick leave for its intended purpose, and to increase productivity and reward employees with excellent attendance records, the following shall apply:

A. Upon retirement, an employee will receive payment for fifty (50) per cent of his/her accumulated sick leave, based upon the employee's most recent February 1st accounting, or \$15,000, whichever is less. Payment shall be calculated based on the employee's rate of pay at the time of retirement.

B. This benefit will be available only to employees of the Union who are eligible for benefits under the provisions of the Public Employees' Retirement System immediately upon retirement, and shall not be available to those who retire prior to that time for any reason.

Section 5. Maintenance of Records

The Township Finance Office shall maintain the official sick leave records for each employee.

ARTICLE 13

INJURY LEAVE

Section 1

Each regular full-time employee who is unable to work as a result of an injury arising out of and in the course of his employment with the Township, shall receive his full salary for a period not to exceed twelve (12) months following the date of injury. Such salary shall be paid in accordance with the Township's standard pay schedule.

Section 2

In the event that an injured employee receives temporary disability under worker's compensation during the course of the aforementioned twelve (12) month period, the employee shall endorse said draft payable to the Township of Hopewell solely and is to tender said draft to the Treasurer of the Township. Said tender of draft to the Township will be in way of reimbursement toward payment of the injured employee's full salary during the course of the twelve (12) month period. It is intended hereby that no employee shall receive more than his full salary during the twelve (12) month period because of an injury arising out of and in the course of his employment.

Section 3

After twelve (12) months from the date of the injury, the employee shall use any accumulated sick leave for any time beyond the twelve (12) months for each day of absence beyond the twelve (12) month period.

ARTICLE 14

BEREAVEMENT LEAVE

Section 1

Each regular full-time employee shall be permitted up to three (3) consecutive working days with pay for purposes of attending to the arrangement of a funeral and/or attendance at the funeral of the employee's immediate family member.

The term immediate family shall include the following:

| | | | | |
|---------------|---------------|-------------------|--------------------|--------|
| Spouse | Sister | Brother | Child | Parent |
| Father-in-law | Mother-in-law | Grandparents | Grandchildren | |
| Step-parents | Step-children | Step-grandparents | Step-grandchildren | |

Section 2

When a death occurs to a full-time employee's relative, not considered as immediate family, the Township Administrator may grant, upon request, time off without pay or the use of available personal leave.

ARTICLE 15

JURY DUTY AND WITNESS LEAVE

A regular full-time employee shall be granted necessary time off with pay when summoned to perform jury duty as prescribed by applicable law. In no event shall an employee be excused from work for more days than those required for such duty. The employee shall notify the Chief of Police or his designee immediately of the requirement for this leave and subsequently furnish evidence that the jury duty was performed. Any employee called for jury duty shall be required to return to work when not actively serving on a jury, or when released prior to 12:00 P.M.

ARTICLE 16

MILITARY LEAVE

A regular employee who enters upon active duty with the military or naval services in time of war or emergency, as declared by the Congress of the United States, shall be granted a leave of absence in accordance with New Jersey State and Federal Laws.

ARTICLE 17

DISCIPLINE

Section 1

Disciplinary actions shall follow the procedures outlined in the Hopewell Township Police Rules & Regulations, as amended.

ARTICLE 18
WORK SCHEDULE

Section 1

The regular work day shall be eight (8) or depending on the assigned schedule, twelve (12) hours and no more than sixteen (16) hours, and the regular work year shall be January 1 through December 31 consisting of 2080 hours for pay purposes. The parties recognize that the work year may involve more than 2080 hours, and that the number of hours is used only to calculate hourly wages.

Section 2

It is recognized that the determination of work schedules and assignment of employees to said schedules are the prerogative of the Chief of Police or his designee. The workweek shall vary, depending on the schedule instituted by the Chief of Police. The Chief of Police or his designee shall arrange reasonable work hours for employees so that they are available to the public at all times. Under normal working conditions, employee shall have five (5) calendar days notice of any change in work schedules or assignments.

Section 3

The normal work day shall include one (1) fifteen (15) minute paid break in the first half of the shift and one (1) fifteen (15) minute break in the second half of the shift and one half-hour lunch break so long as the employee's positions are covered.

ARTICLE 19
OVERTIME

Section 1

Overtime worked by a union member in excess of their daily workday established pursuant to Article 18. Such work must be authorized, directed and approved by their supervisor. In addition work performed on the employee's regular day off (RDO) shall be compensated at the overtime rate.

Section 2

Overtime shall be calculated beginning thirty (30) minutes after the completion of the normal working shift. In the event that the employee is required to remain at his duty beyond the completion of his regular shift, the overtime period shall commence at the end of the scheduled work shift and run through the completion of the aforesaid duty.

Section 3

The rate of overtime shall be at one and one-half times the employee's hourly rate and shall be computed and paid on the pay date that shall fall immediately after the completion of each pay period.

The hourly rate shall be computed by dividing the employee's annual salary by 2080 hours. There shall be no pyramiding of overtime.

Section 4

Any employee who is required to report to work during periods in addition to a regularly scheduled shift shall be paid at the rate of time and one-half (1 1/2) the regular rate of pay for such hours worked and be guaranteed not less than four (4) hours pay at the overtime rate unless the additional hours are contiguous to the normal work day. If said hours worked are contiguous to the normal work day, then pay at the overtime rate will be granted only for the actual hours worked in addition to the regular work day. The Chief of Police or his designee may at his option require an employee to work the full four (4) hours regardless of the time required to complete the original task, unless the employee waives his right to the balance of the call back period.

Section 5

Notwithstanding the aforesaid provisions, the Township reserves its rights to require any employee to perform overtime work and to require that employee to stay on the job for the number of hours directed absent a valid medical or other authorized reason.

Section 6

Compensatory Time - Employee may opt to convert and accumulate overtime earned to compensatory time up to a maximum accumulation of 480 hours. Compensatory time may be taken by the employee when authorized by the Chief of Police. Compensatory time procedures are set forth as follows:

1. Compensatory time shall be credited at time and a half.
2. Only time documented on the bi-weekly pay sheets approved by the Administrator will be eligible for compensatory time off.
3. Compensatory time may accumulate from year to year, provided it does not exceed four hundred eighty (480) hours.
4. Compensatory time shall be applied for, forty-eight (48) hours in advance on the regular Township Leave Request form.
5. Compensatory time should be taken soon after the occurrence of extra hours of work as is reasonable.
6. Pay for accumulated compensatory time will be given upon retirement or termination of employment for any unused compensatory time credit. Such pay shall be calculated as set forth by FLSA guidelines.
7. Compensatory time will normally be granted in partial day or single day units. It is not to be accumulated to extend vacation or annual leave.

ARTICLE 20

COURT TIME

Section 1

Employees required to testify or appear in any Court, not during a regular work schedule, relating to matters resulting out of the performance of his duties, shall be compensated at a rate of one and one-half (1½) times the regular rate of pay, and shall receive a minimum of four (4) hours compensation subject to the productive work requirement of Article 19, Section 5.

Section 2

An employee required to testify or appear in any Court on a job-related matter during a regularly scheduled shift shall be considered to be on assignment as part of the regular shift.

ARTICLE 21

PERSONAL LEAVE

Section 1

Each regular full-time employee shall be entitled to twenty-four personal hours of absence with pay in each calendar year. The Employee can take off after such leave request is pre-approved by a proper supervisor, which shall not be unreasonably refused. Such leave shall not involve any loss of pay, annual leave, sick leave, reserve time or compensatory time. During the first calendar year of employment, personal leave shall be earned at eight (8) hours for each four (4) months worked. Personal leave may be taken in minimum increments of four (4) hours. Temporary employees and part-time employees are not eligible for personal leave.

Section 2

Unused personal leave will not accumulate. Unused personal days, at the end of the calendar year, will be added to the employee's accumulated sick leave account. Employees will not be paid for personal days not used in the year of their termination or retirement

Section 3

Requests for personal leave should be submitted for approval to the Chief of Police, or his designee, as soon as possible prior to the desired time off. Requests shall be granted, by the Chief of Police, or his designee, so long as the employee's absence can be granted without adversely affecting the proper conduct of Departmental business.

Section 4

If an emergency requires calling into work of an employee from a scheduled and approved personal leave day, or if the employee voluntarily makes himself available for work during an emergency on a scheduled and approved personal leave day, then in that event, his personal leave day shall be re-scheduled.

Section 5

The Township reserves the right to limit personal leave on any given day. In the case of multiple requests for personal leave, they shall be considered based on seniority.

ARTICLE 22

ANNUAL LEAVE

Section 1

Annual leave shall be defined as that time an employee has specifically requested and which has been properly authorized by the Township Administrator, and taken by the employee for which accumulated vacation leave is reduced. An employee's entitlement to earned Annual Leave is based on the number of complete calendar years of employment defined as a year in which an employee works a regular schedule from January 1 through December 31.

Section 2

During the first year of service, Annual Leave entitlement shall be one hundred ninety-two hours accrued as follows:

| <u>Month of Hire</u> | <u>Annual Leave Earned</u> |
|----------------------|----------------------------|
| January - March | 100% |
| April - June | 75% |
| July - September | 50% |
| October - December | 25% |

New employees shall be eligible to take annual leave during probation; however, if said employee does not successfully complete six (6) months of the probationary period, the Township shall be reimbursed for any annual leave used.

Section 3

Beginning with the January 1st next following the date of hire the annual leave entitlement shall be:

| | |
|--|-----------|
| First (1) full calendar year | 192 hours |
| Second (2) full calendar year thru the fifth (5) full calendar year | 200 hours |
| Sixth (6) full calendar year thru the tenth (10) full calendar year | 224 hours |
| Eleventh (11) full calendar year thru the fifteenth (15) full calendar year | 248 hours |
| Sixteenth (16) full calendar year thru the twentieth (20) full calendar year | 272 hours |
| In the twenty-first (21) full calendar year | 296 hours |

Employees shall receive eight (8) additional annual leave hours for each full calendar year of service beyond twenty-one (21) years up to a maximum of 312 annual leave hours.

Section 4

It is understood that annual leave shall be accrued on a monthly basis. In the event an employee is separated from Township service after having utilized unearned annual leave, the dollar equivalent of such unearned leave shall be deducted from the employee's final pay.

Section 5

Maximum annual leave accumulation will be limited to that which accrues to an employee in two years.

Section 6

Employees shall submit annual leave requests in accordance with departmental policy. Preference for annual leave time shall be given solely on the basis of seniority within the Dispatcher Unit. The Township reserves the right to deny annual leave requests based upon the working needs of the Township. Once annual leave has been approved, it will not be cancelled without good cause.

In the event the Township must cancel an annual leave period previously approved, the employee shall be permitted to reschedule the annual leave or carry over the annual leave into the next calendar year.

Section 7

It is recognized that the scheduling of annual leave is a management prerogative. In accordance with such recognition, annual leave shall be scheduled by the Chief of Police and taken in workweek blocks as often as possible to maintain efficiency and smooth operation of the Department.

Section 8

An employee who is retiring or who is otherwise separated in good standing shall be entitled to any unused and earned vacation to the date of separation. An employee who dies shall have any accrued annual leave paid to his estate.

Section 9

It is understood that annual leave represents a combination of holidays and vacation leave granted to each employee. In the event that the Township declares any additional legal holidays for other municipal employees, these additional holidays will be added to the annual leave days granted under this agreement.

ARTICLE 23

MATERNITY LEAVE

Regular employees shall be entitled to Maternity Leave in accordance with the New Jersey Family Medical Leave Act.

ARTICLE 24
LEAVES OF ABSENCE

Section 1

Any regular employee desiring leave without pay for an extended period of time for personal reasons shall make a request in writing to the Chief of Police not less than four (4) weeks in advance of the date for which such leave is desired, stating the reasons for the leave and the time requested. Leaves may be granted or denied at the discretion of the Township Administrator who shall review all recommendations for leaves of absence as submitted to the Chief of Police. A leave of absence exceeding six (6) months may only be applied for after all other leave time has been exhausted, and is not intended to extend vacation, sick or personal leave. Employees may not be gainfully employed during the period of such leave. Falsification of the reason for leave, or failure to return promptly at the expiration of the leave, shall be considered reason for discharge. Leaves shall be granted or denied in writing.

Section 2

Any Township paid medical benefits will terminate after thirty (30) calendar days of any unpaid leave of absence. Upon termination of these benefits, the employee will be eligible to participate in the Township's group insurance plan in accordance with the provisions of COBRA.

Section 3

An employee returning from an authorized leave of absence as set forth above will be restored to his/her original classification at the then appropriate rate of pay, with no loss of seniority, provided, however, that sick leave, vacation leave and seniority credits shall not accrue for the period of time involving the leave of absence.

ARTICLE 25

WAGES

Section 1 – Pay Grade 1

The following shall constitute the Union's salary schedule for Pay Grade 1:

Salary – (Three Year Contract)

2.50 % increase for 2007

2.50 % increase for 2008

2.50 % increase for 2009

With the 2.50% across the board increases shown above new dispatch salary steps will be as follows:

| | <u>2007</u> | <u>2008</u> | <u>2009</u> |
|--------|-------------|-------------|-------------|
| Step 1 | 41,000 | 42,205 | 43,076 |
| Step 2 | 43,050 | 44,126 | 45,229 |
| Step 3 | 45,203 | 46,333 | 47,491 |
| Step 4 | 47,463 | 48,649 | 49,865 |
| Step 5 | 49,836 | 51,081 | 52,358 |
| Step 6 | 52,327 | 53,635 | 54,976 |
| Step 7 | 54,944 | 56,317 | 57,725 |

Section 2 Pay Grade 2

There are no Steps in Pay Grade 2. The following shall constitute the Union's salary schedule for Pay Grade 2:

Salary – (Three Year Contract)

3.50% increase for 2007

3.50% increase for 2008

3.50% increase for 2009

With the 3.50% across the board increases shown above new dispatch salary steps will be as follows:

| <u>2007</u> | <u>2008</u> | <u>2009</u> |
|-------------|-------------|-------------|
| 55,479 | 57,421 | 59,431 |

ARTICLE 26

LONGEVITY

Section 1

All regular full-time employees shall be entitled to an annual longevity payment in accordance with the following schedule beginning January 1, 2008: Payments for 2007 shall be in accordance with the preceding contract:

| | |
|------------------------------|-------------------|
| After 10 years service | \$1,000 |
| After 15 years service | \$1,500 |
| After 20 years service | \$2,000 (maximum) |

Section 2

All employees who have completed the above required years of service during any quarter of the calendar year shall have their longevity benefit added to their base wages at the beginning of the next calendar quarter.

Section 3

The longevity benefit shall be included for payroll purposes in the base wages of eligible employees and payable throughout the year during regular pay periods; however, annual pay increases shall be calculated on base salaries, exclusive of the longevity benefit.

ARTICLE 27

HEALTH INSURANCE

Section 1. Health Benefits Insurance Policies

Regular full-time employees shall receive medical benefits from the Township's medical insurance provider as follows:

| | |
|-----------------|---|
| Hospitalization | Single or Family |
| Major Medical | Single or Family |
| Dental | Single or Family |
| Vision Care | \$100 per family member, not to exceed \$200 per family |

Domestic Partners and their dependent children will be eligible for Family coverage if 1) the full-time employee requests it. 2) the employee provides the required Certificate of Domestic Partnership and other information needed to provide coverage for the domestic partner and any dependent children. The employee is responsible for all deductibles and co-pays occurring for domestic partners or their covered dependent children.

Regular part-time employees, working a minimum of 25 hours per week, are eligible to receive single coverage for the benefits listed above. Family coverage for these benefits may be obtained at the employee's expense.

Those employees who opt for HMO health benefit coverage are required to pay the difference in monthly premium if the cost of providing HMO coverage exceeds the cost of providing traditional health insurance coverage.

The Township provides health insurance in accordance with COBRA.

Additionally, regular full-time employees shall receive life insurance and accidental death and dismemberment insurance benefits up to one and one half of base salary to a maximum of \$150,000.

The benefit plans are outlined in booklets received from the respective insurance companies and distributed to all employees by the Administration Office.

Section 2. Procedure

New employees are eligible for benefits two calendar months after the date of hire.

New employees will be enrolled in the health plans by the Personnel Officer or designee during their orientation interview.

Changes in status affecting benefits should be reported to the Personnel Officer or her designee promptly by the employee so that the necessary forms can be completed and forwarded to the appropriate insurance company.

Employees who have questions or concerns regarding any of their health and life insurance benefits should contact the Personnel Officer.

Section 3. The Township reserves the right to change health insurance benefits carriers at its discretion provided any such change will have no appreciable effect on the level of benefits provided to bargaining unit employees. The Township shall notify the Union forty-five (45) days in advance of any change in the carrier.

Section 4. Coverage for those on Leave of Absence or terminating service with the Township
Health insurance coverage for employees on a non-medical leave of absence, or who cease Township of Hopewell employment will terminate at the end of the month in which the leave begins or employment is terminated except coverage will continue for up to twelve weeks for employees on leave pursuant to the Family and Medical Leave Act and up to thirty weeks for employees on Military Leave. Upon termination of coverage, employees may extend health insurance coverage for themselves or their dependents by taking advantage of the Public Health Services Act provision for a period of eighteen months to thirty-six months. All newly hired employees and their spouses shall receive a notice of Cobra rights upon being hired. For more information, consult the Personnel Officer.

Section 5 Hopewell Township will provide for each Administrative employee fully-paid medical insurance in effect at the time of their retirement. To be eligible the employee must be at least 60 years of age and 25 years in the pension retirement system. The Township will continue to provide medical coverage until Medicare becomes primary, at which time only secondary coverage will be offered. The employee may add his/her spouse, if not covered under their own medical benefit plan. The retired employee shall pay 50% of the added cost of this coverage to insure his/her spouse.

ARTICLE 28

EDUCATION INCENTIVE

Section 1

For the purpose of encouraging police personnel to continue their education, the Township will reimburse employees fifty percent (50%) of the cost of tuition for enrollment in courses leading to degrees in law enforcement or criminal justice. These approved courses must be part of recognized law enforcement curriculum such as offered by College of New Jersey, or Rider University or any other accredited institution. To be eligible for reimbursement, an employee must provide evidence of completion of the course work with a passing grade.

Section 2

All courses taken relative to this program must have the prior approval of the Chief of Police to accommodate reimbursement procedures and enable proper scheduling to minimize potential scheduling conflicts.

ARTICLE 29

LAYOFF AND RECALL

Section 1

All regular full-time employees shall be given a thirty (30) working day written notice prior to any layoff. All part-time and probationary employees within the department shall be laid off prior to any regular employees. The Township agrees that employee lay-offs shall be on the basis of seniority.

Section 2

Employees on layoff shall be recalled in the inverse order of layoff. Notice of recall shall be made in writing and sent by certified mail to the employee's home address of record. The employee must provide the Township with any address change while waiting for recall.

Section 3

The Township will not hire new employees while there are employees on the recall list qualified to perform the duties of the vacant position unless such employees on recall refuse to accept such employment. The recalled employee must report for reinstatement within fourteen (14) days after notice. If the employee does not so report, the right to recall shall be forfeited. In all circumstances, recall rights shall be terminated one (1) year from the date of layoff.

Section 4

When an employee is recalled from layoff and reinstated, the employee is considered to have continuous service credit for computation of future earned benefits, however, the total period of continuous service shall not include the length of the period of the employee's layoff.

ARTICLE 30

TRAVEL ALLOWANCE

The Township agrees to reimburse employees for the use of personal vehicles in connection with official travel at the current rate permitted by the Internal Revenue Service. Reimbursement shall be subject to procedures, rules and regulations promulgated by the Chief of Police.

ARTICLE 31

UNIFORMS

Section 1

All uniforms and equipment shall be supplied and replaced for all employees by the Township at no expense to the employee as set forth in Attachment A.

Section 2

The base uniform replacement costs shall be eight hundred dollars (\$800.00) in each year of 2007, 2008, and 2009. Payment of the uniform allowance shall be made on or before June 1 of each year.

Section 3

All cleaning, maintenance and repair of uniforms and equipment shall be supplied by the Township at no expense to the employee.

ARTICLE 32

BULLETIN BOARDS

The Township agrees to allow the Union to post notices, relating to Union meetings and official business only, on the bulletin board presently available in the Police Department.

The Union agrees to limit its posting of notices and bulletins to such bulletin board.

All bulletins or notices shall be signed by a local Union Officer or his designee.

ARTICLE 33

TRAINING

In addition to State mandated training, the Township reserves the right to require employees to attend work-related courses or seminars. The Township will pay the cost of such additional training.

ARTICLE 34

RESIGNATION

Section 1

Any employee who fails to return to his duties within three (3) days after the expiration date of an authorized leave period without notifying the Department Head may be considered by the Township as having resigned without notice and not in good standing, provided that failure to give notice was not caused by unavoidable circumstances.

ARTICLE 35

PERFORMANCE EVALUATIONS

Section 1

The Township reserves the right to institute an employee performance evaluation system for all employees covered by this contract. The system will include a formal process whereby the employee and his designated supervisor mutually review performance and the goals and work standards appropriate to the job description, which shall be the basis for measuring the employee's performance during a rating period.

Section 2

The required signature of the employee on the annual employee assessment review form or any related form shall be acknowledgement but shall not be construed to mean agreement with the content unless such agreement is stated thereon by the employee.

ARTICLE 36

LABOR/MANAGEMENT MEETINGS

It is agreed that representatives of the Township and representatives of the Union may meet from time to time upon request of either party to discuss matters of general interest or concern, or for the purposes of collective bargaining. Any such labor/management meetings shall be held at time and places convenient to both parties.

ARTICLE 37

SEPARABILITY AND SAVING CLAUSE

If any provision of this agreement is subsequently declared by a proper legislative or judicial authority or court of competent jurisdiction to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this agreement shall remain in full force and effect.

ARTICLE 38

EFFECT OF AGREEMENT

This Agreement contains the entire understanding of the parties and for all purposes shall be deemed the full and final settlement of all bargainable issues between the Township and the Union.

The parties acknowledge that they have had the opportunity to present and discuss collective bargaining issues and related proposals without prejudice.

During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

By mutual consent only, the parties may enter into negotiations during the term of this agreement for the purpose of amending same. This agreement shall not be modified in whole or in part except by mutual agreement of the parties. Mutually acceptable amendments shall be reduced to writing and submitted for acceptance by both parties.

ARTICLE 39

JOB CLASSIFICATIONS

A system of job classifications with appropriate position descriptions is presently utilized by the Township. Copies of positions descriptions shall be maintained in the Administrator's Office and shall be made available to the Union upon request. The Township will seek input from the Union when creating new titles or determining compensation for new titles related to this contract.

ARTICLE 40

TITLE CHANGES

1. Create Pay Grade 2. Pay Grade 2 shall not have Steps. Pay Grade 2 shall receive annual cost across the board increases of 3.50% in lieu of a Step system.
2. Create Senior Dispatcher Title at Pay Grade 2.

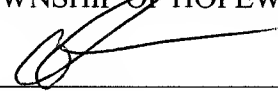
3. Change all Dispatchers in Step 8 of the present contract to Senior Dispatchers (Pay Grade 2) in accordance with Article 25.
4. Change the Dispatcher who will be in Step 6, Pay Grade 1, in 2007 to Senior Dispatcher, Pay Grade 2, upon reaching the anniversary date in 2008.
5. Due to the elimination of Step 8, it is necessary to change the Dispatcher who will be in Step 7, Pay Grade 1, on 1/1/07 to Senior Dispatcher, Pay Grade 2, upon reaching the anniversary date in 2007.

IN WITNESS WHEREOF, we have hereunder set our hands and seals the date and year first herein above written.

WITNESS:


Arnette Bielawski
Clerk

TOWNSHIP OF HOPEWELL

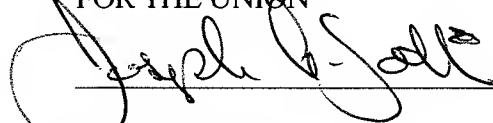

Vanessa Sandom
Mayor

WITNESS:

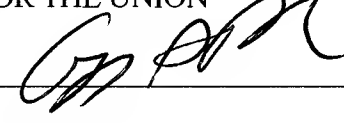
WITNESS:

WITNESS:

FOR THE UNION



FOR THE UNION



FOR THE UNION

SCHEDULE A

INITIAL ISSUE TO NEW DISPATCHER EMPLOYEES

7 Long Sleeve Shirts*
7 Short Sleeve Shirts*
5 Pairs of Pants*
2 Ties*
1 Pair of Shoes*
2 Turtleneck Shirts*
1 Name Plate
1 Garrison Belt
1 Breast Badge
1 Approved Sweater*

Items marked with an asterisk (*) are the responsibility of the Officer or Dispatcher for replacement.

SCHEDULE B

PAY GRADES

Pay Grade

Title

1

Dispatcher

2

Senior Dispatcher